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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**UNITED AFRICAN-ASIAN
ABILITIES CLUB, ON BEHALF
OF ITSELF AND ITS
MEMBERS; JAMES LEE, An
Individual**

Plaintiffs.

v.

**3650 NEWTON OWNER LLC;
AND DOES 1 THROUGH 10,
Inclusive**

Defendants.

| Case No:

COMPLAINT

DISCRIMINATORY **PRACTICES**

[US Fair Housing Act of 1988 [42 U.S.C. §§ 3600 et seq, §3604(c), §3604(f)(1-3), et seq.; CA Government Code 12925, 12927, 12955; CA Civil Code §§ 51, 52, 54.3

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiffs make the following allegations in this civil rights action:

JURISDICTION AND VENUE

2. The federal jurisdiction of this action is based on the 42 U.S.C. §§ 3601, 3604 et. seq. - the U.S. Fair Housing Act Amendments of 1988 (Defendants' apartment property consist of four (4) or more residential units), and 42 U.S.C. § 12101 et. seq., the federal Americans With Disabilities Act. Venue is proper in this United States District Court for the Central District of California pursuant to 28

1 U.S.C. § 1391(b), because a substantial part of Plaintiffs' claims arose within said
2 Judicial District.

3 **SUPPLEMENTAL JURISDICTION**

4 3. This United States District Court for the Central District of California has
5 supplemental jurisdiction over the California state claims as alleged in this
6 Complaint pursuant to 28 U.S.C. § 1337(a).

7 **NAMED DEFENDANTS AND NAMED PLAINTIFFS**

8 4. The term Plaintiffs as used herein specifically include the corporate Plaintiff
9 entity known as the United African-Asian Abilities Club, On Behalf Of Itself And Its
10 Members (hereinafter referred to as "Club" or "UAAAC"); and the individual
11 Plaintiff JAMES LEE (hereinafter referred to as "LEE" or the "named Individual
12 Plaintiff". The Plaintiff Club and Plaintiff LEE are sometimes collectively referred
13 to as the "named Plaintiffs" or "Plaintiffs".

14 5. Plaintiff United African-Asian Abilities Club (UAAAC) is registered and in
15 good standing as a Nevada corporation. The named individual Plaintiff LEE is a
16 member of the Plaintiff Club organization.

17 6. Plaintiffs are informed, believe, and thereon allege that named Defendant 3650
18 NEWTON OWNER LLC and is the operator of the apartment rental business known
19 as 3650 Newton St, Torrance, CA Apartments located at 3650 Newton St, Torrance,
20 CA 90505. Plaintiffs are informed, believe, and thereon allege that Defendant 3650
21 NEWTON OWNER LLC, is the owner, operator, and/or lessor of the real property
22 located at 3650 Newton St, Torrance, CA 90505 (hereinafter referred to as the
23 "Property").

24 7. Defendant 3650 NEWTON OWNER LLC, is, and at all times mentioned
25 herein were, a business or corporation or franchise, organized and existing and/or
26 doing business under the laws of the State of California. Defendants Does 1 through
27

1 10, were at all times relevant herein subsidiaries, employers, employees, and/or
2 agents of the named Defendants.

3 **CONCISE SET OF FACTS**

4 8. The named Individual Plaintiff Lee has hip and knee conditions, uses a device
5 for mobility, is unable to walk any distance, and also has a vision disability. Plaintiff
6 Lee is also a member of the Plaintiff Club. The individual Plaintiff Lee had specific
7 dates wherein he intended to go the Defendant's Property to access Defendants'
8 rental services. Plaintiff Lee has actual knowledge of the overt and obvious physical
9 and communication barriers at Defendants' Property. Plaintiff Lee determined that
10 the open and obvious physical barriers that exist at Defendants' Property directly
11 related to his disabilities, and that it would be impossible or extremely difficult for
12 him to physically access Defendants' on-site rental services. See ¶¶ 25. Plaintiff
13 Lee had knowledge of access barriers at the Property and determined that it would be
14 futile gesture for him to go to the Property on the date that he had intended. The
15 named Individual Plaintiff Lee was deterred by his actual knowledge of the physical
16 and communication barriers that exist at Defendants' Property and also Defendants'
17 website communication barriers. As used herein, website means any internet website
18 where Defendants control the content. Exhibit B states the websites controlled by
19 Defendants. Plaintiff Lee also attempted to access Defendants' rental services on
20 Defendants websites but experienced great difficulty due to Defendants' failure to
21 provide accessible website features.

22 9. The named Individual Plaintiff Lee attempted to use Defendants' website to
23 access Defendants' online rental services, but had great difficulty due to his
24 disabilities. The named Individual Plaintiff Lee also could not determine from
25 Defendants' website content whether Defendants' rental services at the property or
26 off the property, and common areas at the property were physically accessible to

1 him. The named Individual Plaintiff Lee requested that Plaintiff Club assist him to
2 obtain information regarding the physical accessibility of Defendants' rental services
3 at the property and off-site. In response to the named Individual Plaintiff's request,
4 Plaintiff Club sent one of its members to Defendants' property. The named
5 Individual Plaintiff personally reviewed all the information and photographs of
6 Defendants' property. As a result, the named Individual Plaintiff has actual
7 knowledge of the overt and obvious physical and communication barriers to
8 Defendants rental service at Defendants' Property. The named Individual Plaintiff
9 determined that the open and obvious physical barriers that exist at Defendants'
10 Property directly related to his disabilities, and that it would be impossible or
11 extremely difficult for him to physically access Defendants' on-site rental services.
12 See ¶¶ 25. The named Individual Plaintiff Lee had actual knowledge and determined
13 that it would be futile gesture for him to go to the Property on the date that he had
14 intended. The named Individual Plaintiff was deterred by his actual knowledge of
15 the physical and communication barriers that exist at Defendants' Property and
16 website. The named Individual Plaintiff made a written request to Defendants' for
17 an accommodation to have equal access to Defendants' rental services and to
18 eliminate the communication and physical barriers to Defendants' rental services,
19 both online and at the property. At the end of this action, the named Individual
20 Plaintiff Lee intends to return to Defendants' website and Defendants' property to
21 obtain rental information and verify that the communication and physical barriers to
22 Defendants' rental services are removed.

23
24 10. The named Plaintiff Club is an organization that advocates on the behalf of its
25 members with disabilities when their civil rights and liberties have been violated.
26 Plaintiff Club and Plaintiff Lee investigated Defendants' websites and apartment
27 Property in November, 2023, and in December, 2023. The named Plaintiffs
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1 investigated Defendants apartment property and Defendants websites. Plaintiff Club
2 member Sharon Riguer investigated the Property on the Internet websites.
3 Additional Plaintiff Club members investigated Defendants websites and found that
4 they did not provide equal access. The results of the research from Club Member
5 Sharon Riguer are contained in the Exhibit B to this Complaint. Club members
6 ascertained that Defendants' rental services at Defendants Property were not
7 physically accessible to Plaintiff Lee by a Club member with a disability who went
8 to Defendants' apartment Property, and said Club member attempted to access
9 Defendants' on-site rental services.

10 11. Plaintiff Club diverted its time and resources from its normal purposes
12 because of Defendants' service, policy, program and physical barriers to Defendants
13 rental services at Defendants' websites and Property. Club personnel conducted
14 detailed Internet searches to determine if Defendants provide large print, deaf
15 interpreter, therapy animal, the required reasonable accommodation policy, and
16 required reasonable modification policy. Further, the Club retained contractors to
17 investigate said policies, to survey the property, to photograph the property, to
18 investigate when the Property was constructed, to investigate the Property ownership
19 and to have an access report prepared. Plaintiff Club also diverted staff to
20 investigate Defendants' Internet presence to determine compliance with the FHA and
21 ADA. Plaintiff Club also investigated Defendants' written rental materials such as
22 brochures, rental applications and leases. Moreover, Plaintiff Club made an oral
23 investigation to ascertain Defendants' companion animal, deaf interpreter and
24 reasonable accommodation and reasonable modification policies. Plaintiff Club also
25 caused a physical access consultant to be retained to survey Defendants' facility.
26 Plaintiff Club's findings regarding Defendants' rental services and facilities were
27 incorporated into an Access Report. The Access Report also details the known overt
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1 and obvious physical access violations at the Property, but it is not intended as an
2 exhaustive list of existing violations. Due to these necessary activities to investigate,
3 Plaintiff Club's time and resources were diverted from its normal activity. Plaintiff
4 Club suffered injury and also suffered monetary damages due to the diversion of the
5 Club's resources from its normal purposes.

6 12. Plaintiffs allege that Defendants control, operate, and maintain web pages at
7 different apartment websites where Defendants offer its rental services.
8 Additionally, Defendants provide rental services located at the Property.

9 13. Plaintiffs allege that Defendants' websites have a close nexus to Defendants'
10 physical site rental services because the websites refer to Defendants' rental services
11 that are offered at Defendants' property as well as elsewhere off the site. Therefore,
12 Plaintiffs allege that the websites are also places of public accommodation.
13 Defendants control the websites to the extent that Defendants can change the website
14 content to make modifications to comply with the FHA and ADA. Therefore,
15 Plaintiffs allege that Defendants can modify the content of Defendants' websites to
16 improve access for Plaintiffs and people with disabilities.

17 14. In this case, the named Plaintiffs allege that the Defendants failed to provide a
18 TTY number or the text messaging system for Plaintiffs and other people that are
19 deaf or people with speech conditions. Plaintiff Club members have a speech
20 disability. Moreover, Plaintiff Club alleges that the Defendants did not modify their
21 websites to eliminate non-readable text to allow the blind and people with low vision
22 to use the screen reader software to access the information on the website, yet they
23 also failed to use large print on their websites. See Exhibit B to this Complaint.
24 Plaintiffs assert that most popular screen reader programs are called Jobs Access
25 With Speech or "JAWS" and Apple's VoiceOver Software. Defendants actions
26 discriminate against Plaintiff Club, specifically Club members who have low vision
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1 disabilities. Each of the Club members above cannot use the websites controlled by
2 the Defendants. Modifications to Defendants' websites will not fundamentally alter
3 the rental services provided and will also not cause an undue burden to Defendants,
4 because the cost is less than One Thousand Dollars (\$1,000).

5 15. On November 21, 2023, and on a second subsequent date, Plaintiff Club
6 attempted to make a request to the Defendants for reasonable accommodation at the
7 property. On December 13, 2023, the named individual Plaintiff LEE and Plaintiff
8 Club emailed to the Defendants a written request for a reasonable accommodation.
9 In December, 2023, Plaintiff LEE and Plaintiff Club, mailed a written request for a
10 reasonable accommodation. Defendants failed to respond to both Plaintiffs requests
11 for reasonable accommodation as of the date of the filing of this Civil Complaint.

12 16. Plaintiffs are not able to access Defendants rental services due to existing
13 overt and obvious communication and physical barriers to access Defendants' rental
14 services both at its online website and at the property. Due to the overt and obvious
15 physical barriers as alleged herein below, which are required to be removed,
16 Plaintiffs requested that Defendants accommodate them to provide access to
17 Defendants' rental services.

18 17. The named Plaintiffs allege that an accommodation is also obvious when a
19 whole group of the protected persons requires it. For example, when the public
20 without disabilities are required to get up to a second level, the public would be very
21 disturbed if they were required to request steps to go up to second level. When the
22 accommodation is specific to a particular person with a disability, then that person
23 may be required to make a request, because the accommodation is not obvious.

24 18. Plaintiffs allege that they are not required to make a request for reasonable
25 accommodation and for auxiliary aids when the barriers to communication are overt
26 and obvious. However, in the present case, Plaintiffs did make such requests for

1 accommodation to eliminate overt and obvious barriers to its rental services
2 communications. Plaintiffs allege that providing effective contact information for
3 Defendants' rental services on the internet is an obvious accommodation. The
4 general public does not need to request a contact number from the Defendant
5 apartment owner or operator when they desire to rent a place. Defendants provide the
6 contact number on their website. Therefore, Plaintiffs allege that Defendants are
7 required to provide the obvious accommodation of effective communication for
8 people that are deaf or with speech impediment on their website without a request.
9 Defendants must make their rental services accessible without the need for a prior
10 request. Furthermore, Defendants have a duty to remove architectural barriers and
11 communication barriers to their rental services without request.

12 19. Plaintiffs allege that there is disparate treatment on the internet related to the
13 amenities being offered to people without disabilities and people with disabilities.
14 All the below facts and the facts stated elsewhere herein have a disparate impact on
15 the disability community. The named Plaintiffs experienced and have knowledge of
16 the below facts that the Plaintiffs ascertained from Defendants' websites. Defendant
17 operates an apartment property. The property is located at 3650 Newton St,
18 Torrance, CA 90505. The property was built in 1963 and has 2 stories with 36 units.
19 The rent is approximately: \$3,230 - \$3,500. The internet provides a wealth of
20 information regarding the property. The internet advertises that the property has
21 amenities that include: Pet-friendly, Townhome Style, Vinyl hardwood style
22 flooring, Stainless steel appliances, Laundry Facilities, Maintenance on site, Trash
23 Pickup – Curbside, Recycling, Renters Insurance Program, Storage Space, Pool,
24 High Speed Internet Access, Washer/Dryer, Heating, Ceiling Fans, Cable Ready,
25 Storage Space, Tub/Shower, Wheelchair Accessible (Rooms), Dishwasher, Disposal,
26 Ice Maker, Stainless Steel Appliances, Kitchen, Microwave, Oven, Range,
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1 Refrigerator, Freezer, Quartz Countertops, Gas Range, Vinyl Flooring, Linen Closet,
2 Double Pane Windows, Window Coverings, Balcony, Patio, Application Fee \$40,
3 Lease Options 12. The property advertises on trulia.com, hotpads.com,
4 coastlinerea.com. It is very important to know that on trulia.com, hotpads.com,
5 coastlinerea.com there is the equal housing opportunity logo. The plaintiff alleges
6 that there is disparate treatment on the internet related to the amenities being offered
7 to people without disabilities and people with disabilities. For example, the tow
8 signage was not installed. The accessible parking space had an access aisle, which
9 was not van accessible. The aisle did not have the “no parking” included in the
10 access aisle. The office had a high threshold. There was no International Symbol of
11 Accessible signage. The Internet does not state the accessible amenities at all. Also,
12 the statement the “equal housing opportunity statement” is misleading. In fact, the
13 property is not completely accessible. All the above facts and the facts stated herein
14 have a disparate impact on the disability community.
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16 20. On Defendants’ websites, they allow the public without deafness and without
17 speech impairments to participate by providing them with a telephone number to
18 call. However, Plaintiff Club members that are deaf and or with speech impairments
19 are denied equal access to participate because the Defendants do not have any
20 effective communication.

21 21. Defendants provide websites for people without disabilities to benefit from the
22 rental services without going to the apartments to learn about the properties.
23 However, for people with disabilities that require the access to the facility, the
24 Defendants do not provide any information on the websites regarding if the rental
25 services located both on or off the property are accessible. Moreover, the Defendants
26 provide the telephone number for the public to call to inquire about the rental
27 services without providing any effective alternative communications for Plaintiffs
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1 and other people that are deaf or have speech impairments.

2 22. For people without disabilities, the Defendants provide all of the information
3 on their websites. For Plaintiffs with disabilities, Defendants require them to travel to
4 the Property to determine if it is accessible, then require them to request the effective
5 communication, and then thereafter to request a reasonable accommodation to the
6 overt and obvious communication barrier. Therefore, Defendants require Plaintiffs
7 and other people with disabilities to suffer a separate benefit.

8 23. Additionally, the named Plaintiffs are alleging photograph discrimination
9 related to the physical access of each of the apartments within Exhibit B to this
10 complaint. The purpose of Defendants' internet photographs is to entice perspective
11 renters to apply online or to contact the Defendants to rent a place. Defendants'
12 internet photographs only entice people without mobility disabilities. Defendants'
13 internet photographs exclude any photographs of any accessible features that would
14 aid the Plaintiffs. For example, there is no photograph of accessible parking. There
15 are no photographs of the accessible route to the rental services both on or off the
16 property. There are photographs of the accessible route to the rental services. There
17 are no photographs related to the access to get into and use the rental services. There
18 are no photographs related to the accessible route of the common area. There are no
19 photographs of the accessible units. In fact, all the photographs lead a person with a
20 mobility disability to believe that the apartments are not accessible, or that they must
21 have someone go to the properties to make sure it is accessible. However, people
22 without disabilities are not required to go to the Property to see if it is accessible.

23 24. Defendants websites and Defendants' rental services are not integrated for
25 people with disabilities as required. Plaintiffs are required to request an
26 accommodation. People without disabilities can access the websites and the rental
27 services without any problem, but Plaintiffs and other people with disabilities are

1 required to request for separate rental services. People with mobility conditions are
2 not integrated when using the websites because they must go to the apartments to
3 determine if they are accessible, but people without disabilities need only access
4 Defendants' websites to determine they can use them. People that are blind and with
5 low vision disabilities must request help to read the website information because the
6 printed information is too small, but people without disabilities can access the
7 websites without asking for help. Plaintiffs and other people with deafness or people
8 with speech condition must ask for help calling the number on the websites, because
9 Defendants fail to provide a TTY number to contact, or Defendants fail to provide a
10 texting system. Defendants discriminated against the Plaintiffs.

11 25. Plaintiff Club member went to Defendant's apartment facilities at the Property
12 in November, 2023, and on a second subsequent date, to access the rental services.
13 The Named Individual Plaintiff has actual knowledge of Defendants' overt and
14 obvious physical barriers, that relate to this Plaintiff's disabilities, to Defendants'
15 Property on-site rental services that this Named Individual Plaintiff intended to visit
16 in November, 2023, and on a second subsequent date, but this Plaintiff was deterred
17 from accessing Defendant's rental services located on the Property. Defendants
18 provide rental information, rental applications, and other rental services on-site at the
19 Property. Defendants' agents confirmed to the Plaintiffs that rental information,
20 rental applications, and other rental services were available on-site at the Property.
21 Defendants' rental services at the Property are not accessible. Defendants' path of
22 travel from the sidewalk to the rental services is not accessible since it has step
23 changes in level along the path. There are numerous step changes in level and
24 excessive uneven surfaces that must be traversed to access the entrance to the
25 complex. There are two (2) step changes in level that must be traversed to access the
26 rental services entrance door. Defendants do not provide the required directional
27 signage as to the designated path of travel from the sidewalk to Defendant's rental
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1 services. The rental services entrance door fails to have the required smooth and
2 level landing of sufficient dimensions. Defendant's rental services entrance is not
3 accessible due to a significant step change in level at the rental services door
4 threshold that is not beveled or ramped. The Named Individual Plaintiff has mobility
5 disabilities and these step changes in level and the other stated issues cause the path
6 of travel and the rental services entry to be not accessible. Defendants failed to
7 provide any directional signage indicating an alternate accessible path of travel to the
8 rental services. Defendants failed to provide the required fully compliant van
9 accessible disabled parking for the rental services. Defendants failed to provide a
10 dimensionally compliant van accessible disabled parking space and disabled parking
11 access aisle, the required disabled parking signage, including tow away signage, fine
12 signage, ground markings, and failed to locate said parking on a level surface and
13 nearest the rental services. Defendants also failed to provide compliant tow away
14 signage. The Named Individual Plaintiff requires the use of a compliant van
15 accessible disabled parking space to safely exit and re-enter the vehicle.
16 Defendants' failure to provide the required compliant disabled parking, disabled
17 parking access aisle, disabled parking disability signage, access aisle, and disability
18 ground markings, such that the Named Individual Plaintiff is not able to safely park
19 at Defendants' establishment since the individual Plaintiff may be precluded from
20 exiting or re-entering the vehicle if the disabled parking and disabled parking
21 signage is not present and others park improperly. Additionally, Defendants failed to
22 provide the required accessible path of travel from the parking area to the rental
23 services since the existing path of travel has step changes in level. Additionally,
24 Defendants overt and obvious communication barriers were also present at the rental
25 services in November, 2023, and on a second subsequent date. Defendants failed to
26 provide any method of text communication with their rental services and failed to
27 publish any information as to how to initiate text communication contact. The
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1 Named Individual Plaintiff had actual knowledge of these barriers at Defendants'
2 Property that Plaintiff intended to visit, and the Named Individual Plaintiff was
3 deterred from accessing Defendants' rental services at the Property again in
4 December, 2023. See Property photos in Exhibit B and Exhibit C.

5 26. Plaintiff Club and the named Individual Plaintiff desire to make sure that
6 Defendants' rental services at Defendants' property and Defendants' websites are
7 fully accessible to Plaintiff Club's members, the named Individual Plaintiff, and
8 other people with disabilities. Plaintiff Club, its Club members, and the named
9 Individual Plaintiff all have actual knowledge of Defendants' discriminatory
10 conditions, and they are currently deterred from attempting further access until the
11 barriers are removed. Plaintiff Club and the named Individual Plaintiff intend to
12 return to Defendants' Property and Defendants websites at the end of this action to
13 obtain rental services, and to verify that the communication and architectural barriers
14 are removed. The named Plaintiffs' intent to return is genuine. In this case, Plaintiff
15 Club has numerous members residing near Defendants Property. Plaintiff Club's
16 members have actual knowledge of the discriminatory conditions as alleged herein
17 when the Plaintiff Club investigated the Property and the rental services and
18 determined that the Club members would not be able to use the rental services due to
19 the discriminatory conditions. Therefore, Plaintiff Club members were and are
20 deterred from visiting the properties. Plaintiff Members were not required to
21 actually visit the properties. See *Civil Rights Education & Enforcement Center v.*
22 *Hospitality Properties Trust*, 867 F.3d 1093 (9th Cir. 2017). However, a member of
23 Plaintiff Cub did visit and attempt to access Defendants' rental services at
24 Defendants' property. Plaintiff Club and the individual Plaintiff have specific plans
25 to visit at the conclusion of this case to obtain rental information and to verify the
26 Defendants ceased its discriminatory conduct by removing communication and
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1 physical barriers to access to the rental services.
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4 **DISCRIMINATORY PRACTICES IN HOUSING ACCOMMODATIONS –**
 5 **FAIR HOUSING ACT CLAIMS**

6 27. FHA Standing:

7 Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this
 8 complaint, Defendants discriminated against Plaintiffs in violation of FHA sections §
 9 3604(f)(1- 3) and 42 § 3604(c), as further detailed below. As a result, the present
 10 named Plaintiffs suffered injury as a result of Defendants discriminatory actions, and
 11 named Plaintiffs now pray for damages, injunctive relief, declaratory relief, and
 12 other relief as hereinafter stated. The Federal Fair Housing Act applies to
 13 Defendants' apartment complex since it has more than 4 residential units. FHA
 14 standing is substantially broader than standing under the ADA due to the critically
 15 important need of adequate availability of housing for the disabled. A potential
 16 plaintiff is not even required to have an interest in renting a particular property or
dwelling to have standing. *Smith v. Pacific Properties and Development Corp*, 358
 17 F.3d 1097, 1099 (9th Cir 2004) [Testers have standing to bring Fair Housing Act
 18 claims, *Id* 1099, 1104]. Under the Act, any person harmed by discrimination,
 19 whether or not the target of the discrimination, can sue to recover for his or her own
 20 injury. See *Trafficante v. Metropolitan Life Ins. Co.*, 409 U.S. 205, 212, 93 S.Ct. 364,
 21 34 L.Ed.2d 415 (1972). "This is true, for example, even where no housing has
 22 actually been denied to persons protected under the Act." *San Pedro Hotel v City of*
 23 *Los Angeles*, 159 F.3d 470, 474-475 (9th Cir 1998). In the present case, the named
 24 Plaintiffs alleged they suffered the injury of discriminatory conduct by Defendants,
 25 and that the named Plaintiffs suffered monetary and other damages as a result. The
 26 named Plaintiffs seek injunctive relief as well as damages, both of which are
 27 available under 42 USC § 3613(c). Assuming *arguendo* in the present case, that

1 prospective injunctive relief was not available to Plaintiffs due to mootness or
 2 otherwise, which Plaintiffs dispute; the named Plaintiffs are still permitted to recover
 3 damages under their federal FHA claims. *Harris v Itzakhi*, 183 F.3d 1043, 1050 (9th
 4 Cir 1999) [During the appeal in *Harris* case, the plaintiff therein moved Three
 5 Thousand (3000) miles away and her injunctive claims became moot. However,
 6 Plaintiff's claim for damages survived and was not affected]. In the present case,
 7 while Plaintiffs can satisfy the injunctive relief prudential standing requirements, the
 8 above Ninth Circuit *Harris* court authority makes it clear that those prudential
 9 standing requirements for injunctive relief are not applicable to Plaintiffs FHA
 10 damage claims. Hence, in the present case, Plaintiffs damage claims survive even if
 11 prospective injunctive relief is not available. The present Plaintiff Club has
 12 organization standing separately on its own under the FHA. Additionally, under the
 13 FHA, Plaintiff Club has associational standing to assert its Club member claims
 14 since it only seeks injunctive and declaratory relief as to its Club members. Plaintiff
 15 Club and the named Individual Plaintiff have standing with respect to the following
 16 FHA claims.

17
 18 CLAIM I: Discrimination In Violation of 42 § 3604(f)(1) - Failure To Have A
 19 Policy For Receiving Prospective Tenant Accommodation Requests, Failure To
 20 Train Staff, And Failure To Make The Policy Known To The Plaintiffs

21 28. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this
 22 complaint, the named Plaintiffs suffered discrimination by Defendants in violation of
 23 this FHA section. This FHA statute states it is unlawful to discriminate in the sale or
 24 rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter
 25 because of a handicap of (A) that buyer or renter; (B) a person residing in or
 26 intending to reside in that dwelling after it is so sold, rented, or made available; or...
 27 §3604(f)(1) [emphasis added]. See *Texas Dept. of Housing and Community Affairs*
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¹ *v Inclusive Communities Project*, 135 S.Ct. 2507, 2519 (2015) [FHA statutory
² scheme permits disparate impact claims, and those type of claims do not require
³ intent]. due to Defendants' communication and architectural barriers, Defendants
⁴ discriminated against Plaintiffs by failing to have a policy, practice, or method for
⁵ Plaintiffs to make a reasonable accommodation request for equal access to their
⁶ rental services on their website or at their Property. Defendants have an affirmative
⁷ duty to have a policy, process to receive such accommodation requests and to
⁸ respond to said requests. See *Giebeler v. M & B Associates*, 343 F.3d 1143 (9th Cir.
⁹ 2003). As a result, Defendant caused Plaintiffs to suffer disparate impact
¹⁰ discrimination.

¹¹

¹² **CLAIM II: Failure to Engage in Interactive Process In Violation Of The Fair**
¹³ **Housing Act And California Fair Employment And Housing Act**

¹⁴ 29. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this
¹⁵ complaint, Plaintiffs suffered discrimination by Defendants in violation of FHA
¹⁶ section § 3604(f)(1) and § 3604(f)(2). Plaintiffs contend that Defendant failed to
¹⁷ engage in a good-faith interactive process to determine and to implement effective
¹⁸ reasonable accommodations so that Plaintiffs could gain equal access Defendants'
¹⁹ rental services, to apply for a lease, or to allow Plaintiffs to access Defendants' rental
²⁰ services both on or off the property and apartments.

²¹ **CLAIM III: Discrimination In Violation of 42 § 3604(f)(2)**

²² 30. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this
²³ complaint, the named Plaintiffs suffered discrimination by Defendants in violation of
²⁴ this FHA section § 3604(f)(2). This FHA section states "it shall be unlawful to
²⁵ discriminate against any person in the terms, conditions, or privileges of sale or
²⁶ rental of a dwelling, or in the provision of services or facilities in connection with
²⁷ such dwelling". Plaintiffs more specific factual basis for this claim is set forth

1 above at ¶¶23-26 above. As previously stated, the named Individual Plaintiff was a
2 prospective renter and Plaintiff Club was also seeking rental housing on behalf of the
3 named Individual Plaintiff ¶¶8 – 26 above. In the instant case, Defendant's rental
4 services located on the Property or off-site are “services” in connection with the
5 rental of a dwelling and the on-site or off-site rental services provided fall within the
6 FHA statute. In the instant case, the named Plaintiffs both assert that Defendant's
7 failure to remove communication and architectural barriers to permit access to
8 Defendant's on-site rental services contained is a separate, independent, actionable
9 violation of this FHA section § 3604(f)(2), even without reference to the ADA as a
10 predicate. Plaintiffs have alleged that Defendants' Property has overt and obvious
11 physical barriers to access its rental services provided at the property. See ¶¶25 -26.
12 The 9th Circuit *Smith* court stated that the mere observation of overt architectural
13 barriers is actionable. *Smith* at 1104 [“To read an additional standing requirement
14 into the statute beyond mere observation, however, ignores that many overtly
15 discriminatory conditions, for example, lack of a ramped entryway, prohibit a
16 disabled individual from forming the requisite intent or actual interest in renting or
17 buying *for the very reason* that architectural barriers prevent them from viewing the
18 whole property in the first instance” (emphasis in original)]. The *Smith* court found
19 Defendants liable under this FHA subsection even though that case did not involve
20 ADA Title III claims. However, Plaintiffs did not just allege that Plaintiff Club
21 observed Defendant's overt architectural barriers, but Plaintiffs alleged that a
22 Plaintiff Club member experienced the barriers, that the named Individual Plaintiff
23 had actual knowledge of Defendants' communication and architectural barriers and
24 Plaintiff LEE was deterred from obtaining equal access to Defendant's rental
25 services located thereon. Defendants also discriminated against Plaintiffs by failing
26 to modify its practices and policies to provide access via other methods of access to
27 its rental services located on or off the property site. Defendant's failure to remove
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1 the architectural and communication barriers to access its facilities and the rental
 2 services located thereon, or failure to provide an accommodation to provide methods
 3 of alternate access to their rental services, constitutes the prohibited discrimination,
 4 separately and independently. Additionally, Defendant's conduct is also prohibited
 5 under ADA Title III and constitutes a second, separate, independent source of
 6 discrimination against Plaintiffs in violation of FHA § 3604(f)(2). Since Defendants
 7 discriminatory conduct involves Defendants' rental facilities and its rental services
 8 located therein, Plaintiffs assert any discriminatory conduct found in violation of
 9 ADA Title III also constitutes prohibited "discrimination" under FHA § 3604(f)(2).

10 **CLAIM IV: Discrimination In Violation of 42 § 3604(f)(3)(A and B only)**

11 31. Plaintiffs do not make any claim against Defendants for a failure to "design
 12 and construct" pursuant to § 3604(f)(3)(C). Based on the facts plead at ¶¶ 8 - 26
 13 above and elsewhere herein this complaint, Plaintiffs suffered discrimination by
 14 Defendants in violation of FHA sections § 3604(f)(3)(A, B) only. The FHA requires
 15 that "....[f]or the purposes of this subsection, discrimination includes-- (B) a refusal
 16 to make reasonable accommodations in rules, policies, practices, or services, when
 17 such accommodations may be necessary to afford such person equal opportunity to
 18 use and enjoy a dwelling..." 42 § 3604(f)(3)(B). See also *Giebeler v. M & B*
 19 *Associates*, 343 F.3d 1143 (9th Cir 2003). Defendants improperly refused Plaintiffs'
 20 repeated written and other requests for an accommodation to have equal access to its
 21 rental services.

22 **CLAIM V: Discrimination In Violation of 42 § 3604(c) As To NSA**

23 32. Based on information, belief, and the facts plead at ¶¶ 8 – 26 above and
 24 elsewhere herein, Plaintiffs herein alleges that Defendants caused Plaintiffs to suffer
 25 the injury of discrimination since Defendants violated 42 U.S.C. §§ 3604 (c) with
 26 respect to its notices, statements, and advertisements ("NSA"). Plaintiffs allege that

1 Defendants discriminated against them when Defendants made, printed, or
2 published, or caused to be made printed, or published notices, statements, or
3 advertisements (“NSA”) that suggest to an ordinary reader a preference to attract
4 tenants without disabilities. Defendants' Internet advertising regarding its rental
5 services has an unlawful disparate impact on Plaintiffs.
6

7 **SECOND CAUSE OF ACTION : Violation of California Fair Housing Act**

8 33. Failure to Provide Obvious Reasonable Accommodation and Modification:
9 Based on information, belief and the facts stated above at ¶¶ 8 – 26 above and
10 elsewhere in this complaint, Plaintiffs allege that Defendants refused to make
11 reasonable accommodations in rules, policies, practices, or services in violation of
12 CA Government Code sections 12927 and 12955.2, when these accommodations
13 may be necessary to afford a disabled person equal opportunity to use and enjoy
14 Defendants' rental services. As stated in detail above, Defendants refused to make
15 reasonable accommodations with the instant Plaintiffs and discriminated against each
16 of them on the basis of disability.
17

18 **THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS- Claims Under**
19 **The Americans With Disabilities Act Of 1990**

20 34. ADA Standing:

21 ADA Title III does cover public and common use areas at housing
22 developments when these public areas are, by their nature, open to the general
23 public. An office providing rental services is open to the general public. (See U.S.
24 Department of Justice - ADA Title III Technical Assistance Section III-1.2000,
25 Illustration 3, office on or off the site covered). The parking and paths of travel to
26 the office on or off the site are also covered. *See* Section III-1.2000, ADA Title III
27

1 Technical Assistance Manual, <http://www.ada.gov/taman3.html> (“ILLUSTRATION
 2 3: A private residential apartment complex contains a office on or off the site. The
 3 office on or off the site is a place of public accommodation”). See *Kalani v Castle*
 4 *Village, LLC*, 14 F.Supp.3d 1359, 1371 (E.D.Cal, 2014)[citing *Johnson v. Laura*
 5 *Dawn Apartments, LLC*, 2012 WL 33040 at *1 n. 1 (E.D.Cal.2012) (Hollows, M.J.)
 6 (“[t]he leasing office of an apartment is a place of public accommodation.] . In the
 7 present case, the named Plaintiffs have also sufficiently alleged that Defendants
 8 provide rental services at the property. Following prior sister Circuit Courts of
 9 Appeals decisions, our Ninth Circuit Court very recently held that an ADA Plaintiff
 10 can be only a “tester” and have standing. See *Civil Rights Education & Enforcement*
 11 *Center v. Hospitality Properties Trust*, 867 F.3d 1093 (9th Cir. 2017) [the Ninth
 12 Circuit CREEC court held (1) ADA “tester” standing is valid and a Plaintiff’s
 13 motivation for visit is “irrelevant”, and (2) an ADA “deterrent effect doctrine” claim
 14 does not require a Plaintiff to have a personal encounter with the barrier to equal
 15 access, only to have knowledge of the barrier] citing *Havens Realty Corp. v.*
 16 *Coleman*, 455 U.S. 363, 372–74, 102 S.Ct. 1114 (1982); *Smith v. Pacific Properties*
 17 *and Development Corp*, 358 F.3d 1097, 1102-1104 (9th Cir 2004); *Chapman v. Pier*
 18 *I Imports (U.S.) Inc.*, 631 F.3d 939 (9th Cir 2011, en banc); *Houston v. Marod*
 19 *Supermarkets, Inc.*, 733 F.3d 1323, 1335–37 (11th Cir. 2013); *Colo. Cross Disability*
 20 *Coal. v. Abercrombie & Fitch Co.*, 765 F.3d 1205, 1210–11 (10th Cir. 2014). In the
 21 present case, the named Plaintiffs each have ADA standing. Plaintiffs have alleged
 22 that Defendants discriminated against Plaintiffs in violation of ADA Title III statutes
 23 and regulations as detailed further in the ADA claims stated below. As a result, the
 24 named Plaintiffs have each suffered injury and each seek only injunctive and
 25 declaratory relief pursuant to their ADA Claims.

26 **CLAIM I: Auxiliary Aids – Failure To Effectively Communicate**
 27

28 35. 42 United States Code 12182(b)(2)(iii) states, "a failure to take such steps as

1 may be necessary to ensure that no individual with a disability is excluded, denied
 2 services, segregated or otherwise treated differently than other individuals because of
 3 the absence of auxiliary aids and services, unless the entity can demonstrate that
 4 taking such steps would fundamentally alter the nature of the good, service, facility,
 5 privilege, advantage, or accommodation being offered or would result in an undue
 6 burden;..." Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this
 7 complaint, Plaintiffs are informed, believe, and thereon allege that Defendants
 8 violated said provision. Plaintiffs set forth the factual basis for this claim most
 9 specifically at ¶¶ 13 -14, 16-24 above. The ADA "applies to the services of a place
 10 of public accommodation, not services *in* a place of public accommodation. To limit
 11 the ADA to discrimination in the provision of services occurring on the premises of a
 12 public accommodation would contradict the plain language of the statute." Nat'l
 13 Fed'n of the Blind v. Target Corp., 452 F. Supp. 2d 946, 953 (N.D. Cal. 2006)
 14 (emphasis added) (citing *Weyer v. Twentieth Century Fox Film Corp.*, 198 F.3d
 15 1104, 1115 (9th Cir. 2000) [holding that "whatever goods or services the place
 16 provides, it cannot discriminate on the basis of disability in providing enjoyment of
 17 those goods and services"]). An ADA plaintiff may challenge a business' online
 18 offerings as well. So long as there is a "nexus"—that is, "some connection between
 19 the good or service complained of and an actual physical place"—a plaintiff may
 20 challenge the digital offerings of an otherwise physical business. *See Gorecki v.*
 21 *Hobby Lobby Stores, Inc.*, 2017 WL 2957736, at *4 (C.D. Cal. June 15, 2017) [Case:
 22 CV 17-1131-JFW (SKx)]. The ADA requires the Defendants to provide effective
 23 communication to the instant Plaintiffs and to people with disabilities. In the
 24 present case, Plaintiffs experienced and have knowledge that Defendants failed to
 25 have a required procedure to provide effective communication. Plaintiffs allege that
 26 Defendants failed to train their staff on the way to use the auxiliary aids. Defendants
 27

1 did not provide any auxiliary aid and the Defendants did not provide any reasonable
2 accommodation to the overt and obvious communication barriers, and failed to
3 respond to Plaintiffs' requests for accommodation. Plaintiffs are not demanding that
4 Defendants provide a specific reasonable accommodation or a specific auxiliary aid.
5 ADA law allows the Defendants to decide what auxiliary aid and reasonable
6 accommodation will be provided. In this case, however, Defendants failed to
7 provide any reasonable accommodation for the overt and obvious communication
8 barriers to equal access to their rental services, failed to provide any auxiliary aid,
9 and failed to provide any effective communication. Plaintiffs allege that Defendants'
10 websites provide a contact number for the general public, but Defendants failed to
11 provide Plaintiffs with the required effective communication using texting or other
12 alternate means of communication for Plaintiffs and other people with a deaf
13 condition or a speech condition. Defendants' conduct discriminates against Plaintiff
14 Club's members that have hearing disabilities and Club's members with speech
15 disabilities. Defendants are required to provide, on Defendants' websites, to provide
16 a method to effectively communicate with Plaintiff Club members that have hearing
17 and speech disabilities, and other people that are deaf or have speech impairments.

19 **CLAIM II: Denial of Participation**

20 36. 42 United States Code 12182(b)(1)(A)(i) states, "It shall be discriminatory to
21 subject an individual or class of individuals on the basis of a disability or disabilities
22 of such individual or class, directly, or through contractual, licensing, or other
23 arrangements, to a denial of the opportunity of the individual or class to participate in
24 or benefit from the goods, services, facilities, privileges, advantages, or
25 accommodations of an entity." Based on the facts plead at ¶¶ 8 - 26 above and
26 elsewhere in this complaint, Plaintiffs are informed, believe, and thereon allege that
27 Defendants violated said provision. Plaintiffs set forth the factual basis for this claim

1 most specifically at ¶¶ 20-24 above. Defendants discriminated against Plaintiffs in
2 violation of 42 United States Code 12182(b)(1)(A)(i) and 42 U.S.C. § 12188.
3

4 **CLAIM III: Participation in Unequal Benefit**

5 37. Defendants provide unequal benefit for people with disabilities in violation of
6 42 United States Code 12182(b)(1)(A)(ii) and 42 U.S.C. § 12188. Based on the facts
7 plead at ¶¶ 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed,
8 believe, and thereon allege that Defendants discriminated against Plaintiffs in
9 violation of said provision. Plaintiffs set forth the factual basis for this claim most
10 specifically at ¶¶ 20-24 above.

11 **CLAIM IV: Separate Benefit**

12 38. Defendants' photographs discriminate against Plaintiffs in violation of 42
13 United States Code 12182(b)(2)(A)(iii) and 42 U.S.C. § 12188. Based on the facts
14 plead at ¶¶ 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed,
15 believe, and thereon allege that Defendants discriminated against Plaintiffs in
16 violation of said provision. Plaintiffs set forth the factual basis for this claim most
17 specifically at ¶¶ 20-24 above.

18 **CLAIM V: Integrated Settings**

19 39. Defendants' rental services are not integrated for Plaintiffs and people with
20 disabilities in violation of 42 United States Code 12182(b)(1)(B) and 42 U.S.C. §
21 12188. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
22 Plaintiffs are informed, believe, and thereon allege that Defendants discriminated
23 against Plaintiffs in violation of said provision. Plaintiffs set forth the factual basis
24 for this claim most specifically at ¶¶ 20-24 above.

25 **CLAIM VI: Failure To Modify Practices, Policies And Procedures**

26 40. Defendants failed and refused to provide a reasonable alternative by
27 modifying its practices, policies, and procedures in that they failed to have a scheme,
28

1 plan, or design to accommodate Plaintiff Club, its Club members, the individual
 2 named Plaintiff, and/or others similarly situated in utilizing Defendants' rental
 3 services, at its websites and at the Property, in violation of 42 United States Code
 4 12182(b)(2)(A)(ii) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶ 8 - 26
 5 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon
 6 allege that Defendants discriminated against Plaintiffs in violation of said provision.
 7 Plaintiffs set forth the factual basis for this claim most specifically at ¶¶ 18-26 above.
 8

9 CLAIM VII: Failure To Remove Architectural And Communication Barriers

10 41. Plaintiffs allege that Defendants failed to remove architectural barrier and
 communication barriers as required in violation of 42 United States Code
 11 12182(b)(2)(A)(iv) and 42 U.S.C. § 12182. Based on the facts plead at ¶¶ 8 - 26
 12 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon
 13 allege that Defendants discriminated against the named Individual Plaintiff in
 14 violation of said provision. Plaintiffs set forth the factual basis for this claim most
 15 specifically at ¶¶ 8,9,20-24,25,26 above. The named Individual Plaintiff personally
 16 reviewed all the information and photographs of Defendants' property. As a result,
 17 the named Individual Plaintiff has actual knowledge of the physical and
 18 communication barriers that exist at Defendants' Property. The named Individual
 19 Plaintiff determined that the physical barriers that exist at Defendants' property,
 20 directly relate to his disabilities, and make it impossible or extremely difficult for
 21 him to physically access Defendants' rental services at the Property. The named
 22 Individual Plaintiff was deterred by his actual knowledge of the physical and
 23 communication barriers that exist at Defendants' Property which include but are not
 24 limited to the barriers to facilities and services for disabled parking, exterior path of
 25 travel to the rental services at the property, entrance and interior, since said
 26 Defendants' facilities and rental services were not accessible because they failed to
 27 comply with the Federal ADA Accessibility Guidelines ("ADAAG") and California's
 28

1 Title 24 Building Code Requirements. See ¶¶ 25 for details. The named Individual
 2 Plaintiff had actual knowledge of these barriers and determined that it would be
 3 futile gesture for him to go to the Property on the date that he had originally
 4 intended. The named Individual Plaintiff is currently deterred from returning due to
 5 his knowledge of the barriers. At the end of this action, the named Individual
 6 Plaintiff intends to return to Defendants' property or off the site location to obtain
 7 rental information and verify that the communication and physical barriers to
 8 Defendants' rental services are removed. Defendants failure to remove the barriers
 9 to equal access constitutes discrimination against the named Individual Plaintiff.
 10

CLAIM VIII: Failure To Make Alterations Readily Accessible And Usable

11 42. Defendants are required to make alterations to their facilities in such a manner
 12 that, to the maximum extent feasible, the altered portions of the facility are readily
 13 accessible to and usable by individuals with disabilities, including individuals who
 14 use devices pursuant to 42 U.S.C. §12183(a)(2). Based on the facts plead at ¶¶ 8 -
 15 26 above and elsewhere in this complaint, the named Plaintiffs are informed, believe,
 16 and thereon allege that Defendants violated this provision. Plaintiffs allege that
 17 Defendants altered their facility in a manner that affects or could affect the usability
 18 of the facility or a part of the facility after January 26, 1992. In performing the
 19 alteration, Plaintiffs allege that Defendants failed to make the alteration in such a
 20 manner that, to the maximum extent feasible, the altered portions of the facility are
 21 readily accessible to and usable by individuals with disabilities, including individuals
 22 who use devices, in violation of 42 U.S.C. §12183(a)(2).
 23

CLAIM IX: Administrative Methods

24 43. Plaintiffs are informed, believe, and thereon allege that Defendants contract
 25 with website providers without making sure that the websites will be accessible to
 26 people with disabilities in violation of 42 United States Code 12182(b)(1)(B) and 42
 27

1 U.S.C. § 12188. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this
 2 complaint, Plaintiffs are informed, believe, and thereon allege that Defendants
 3 discriminated against the named Individual Plaintiff in violation of said provision.
 4 Plaintiffs set forth the factual basis for this claim most specifically at ¶¶18-26 above.
 5

6 **CLAIM X: Screen Out**

7 44. Plaintiffs are informed, believe, and thereon allege that Defendants screened
 8 out Plaintiffs and other people with disabilities in violation of 42 United States Code
 9 12182(b)(2)(A)(i) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶ 8 - 26
 10 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon
 11 allege that Defendants discriminated against the named Plaintiffs in violation of said
 12 provision. Plaintiffs set forth the factual basis for this claim most specifically at ¶¶ 8
 13 - 26 above. Defendants screened out the named Plaintiffs from its rental services and
 14 processes, because Defendants failed to remove architectural and communication
 15 barriers to its website and property, failed to provide required effective alternate
 16 communication methods, and failed to provide required auxiliary aids.

17 **CLAIM XI: Denial Of Full And Equal Access**

18 45. Defendants are required to provide full and equal access to Defendants' rental
 19 services, goods, facilities, privileges, advantages, or accommodations pursuant to 42
 20 United States Code 12182(b) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶
 21 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed, believe, and
 22 thereon allege that Defendants discriminated against the named Plaintiffs in violation
 23 of said provision. Plaintiffs set forth the factual basis for this claim most specifically
 24 at ¶¶ 8 - 26 above.

25 ///

26 ///

27

28

1 CLAIM XII: **Failure To Investigate And Maintain Accessible Features**

2 46. Defendants made repairs and administrative changes which violated ADA and
3 its regulations. See ADA Title III Regulations Sec.36.211 Maintenance of accessible
4 features. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
5 Defendants failed to provide and then maintain any accessible features in its parking,
6 path of travel, on or off the property site for rental services and website rental
7 services. Plaintiffs are informed, believe, and thereon allege that Defendants
8 discriminated against the named Plaintiffs in violation of this provision.
9

10 CLAIM XIII: **Association**

11 47. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
12 Plaintiffs are informed, believe, and thereon allege that Defendants discriminated
13 against the named Plaintiffs in violation of 42 U.S.C. § 12182(b)(1)(E)
14

15 **DISCRIMINATORY PRACTICES IN PUBLIC ACCOMMODATIONS**

16 FOURTH CAUSE OF ACTION: ONLY THE INDIVIDUALL NAMED
17 PLAINTIFF AGAINST ALL DEFENDANTS - **CLAIMS UNDER CALIFORNIA**
18 **ACCESSIBILITY LAWS**

19 CLAIM I: **Denial Of Full And Equal Access**

20 48. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint, the
21 named Individual Plaintiff was denied full and equal access to Defendants' goods.
22 services, facilities, privileges, advantages, or accommodations within a public
23 accommodation owned, leased, and/or operated by Defendants as required by Civil
24 Code Sections 54, 54.1, and specifically 54.1(d). The factual basis for this claim is at
25 18-28 above.

26 CLAIM II: **Failure To Modify Practices, Policies And Procedures**

27 49. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,

1 the named Individual Plaintiff was denied full and equal access to Defendants' goods.
 2 Defendants failed and refused to provide a reasonable alternative by modifying its
 3 practices, policies, and procedures in that they failed to have a scheme, plan, or
 4 design to assist Plaintiff Members and/or others similarly situated in entering and
 5 utilizing Defendants' services as required by Civil Code § 54.1. The factual basis for
 6 this claim is at 18-28 above.

7 **CLAIM III: Violation Of The Unruh Act**

8 50. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
 9 the individual, the named Individual Plaintiff was denied full and equal access to
 10 Defendants' goods. Defendants violated the CA Civil Code § 51 by specifically
 11 failing to comply with Civil Code §51(f). Defendants' facility violated state
 12 disability laws, the ANSI Standards, A117, and California's Title 24 Accessible
 13 Building Code by failing to provide equal access to Defendants' facilities.
 14 Defendants did and continue to discriminate against Plaintiff Members in violation
 15 of Civil Code §§ 51(f), and 52. The factual basis for this claim is at 18-28 above.

16 **Treble Damages Pursuant To California Accessibility Laws**

17 51. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
 18 only the named Individual Plaintiff prays for an award of treble damages against
 19 Defendants, and each of them, pursuant to California Civil Code sections 52(a) and
 20 54.3(a). Defendants, each of them respectively, at times prior to and including the
 21 day the named Individual Plaintiff attempted patronized Defendants' facilities and
 22 rental services, and continuing to the present time, knew that persons with physical
 23 disabilities were denied their rights of equal access. Despite such knowledge,
 24 Defendants, and each of them, failed and refused to take steps to comply with the
 25 applicable access statutes; and despite knowledge of the resulting problems and
 26 denial of civil rights thereby suffered by the named Individual Plaintiff. Defendants,
 27 and each of them, have failed and refused to take action to grant full and equal access

1 to the individual Plaintiff in the respects complained of hereinabove. Defendants,
2 and each of them, have carried out a course of conduct of refusing to respond to, or
3 correct complaints about, denial of disabled access and have refused to comply with
4 their legal obligations to make Defendants' public accommodation facilities and
5 rental services accessible pursuant to the ADAAG and Title 24 of the California
6 Code of Regulations (also known as the California Building Code). Such actions
7 and continuing course of conduct by Defendants in conscious disregard of the rights
8 and/or safety of the named Individual Plaintiff justify an award of treble damages
9 pursuant to sections 52(a) and 54.3(a) of the California Civil Code.

DEMAND FOR JUDGMENT FOR RELIEF:

12 A. All named Plaintiffs seeks injunctive relief pursuant to 42 U.S.C. 3613(c) and
13 42 U.S.C. § 12188(a). Only the named Individual Plaintiff seeks injunctive relief
14 pursuant to CA Civil Code §52. Pursuant to 42 U.S.C. 3613(c), all Plaintiffs request
15 this court to enjoin Defendants to cease their discriminatory practices in housing
16 rental services, rental housing management services, and for Defendants to
17 implement written policies and methods to respond to reasonable accommodation
18 and reasonable modification requests. Pursuant to 42 U.S.C. § 12188(a), Plaintiffs
19 request this Court enjoin Defendants to remove all barriers to equal access to the
20 disabled Plaintiffs in, at, or on their facilities, including but not limited to
21 architectural and communicative barriers in the provision of Defendants' rental
22 services. Plaintiffs do not seek injunctive relief pursuant to Cal. Civil Code §55 and
23 Plaintiffs do not seek attorneys' fees pursuant to Cal. Civil Code §55. Plaintiffs do
24 not seek any relief at all pursuant to Cal. Civil Code §55.

25 B. All named Plaintiffs seek actual damages pursuant to 42 U.S.C. 3613(c).
26 However, Plaintiff Club only seeks damages for itself. Plaintiff Club does not seek
27 damages on behalf of its members;

- 1 C. Only the named Individual Plaintiff seeks recovery of actual damages pursuant
2 to Cal. Civil Code §§ 52 or 54.3;
- 3 D. Only the named Individual Plaintiff seeks \$4,000 in minimum statutory
4 damages pursuant to Cal. Civil Code § 52 for each and every offense of Civil Code §
5 51, pursuant to Munson v. Del Taco, (June 2009) *46 Cal. 4th 661*;
- 6 E. In the alternative to the damages pursuant to Cal. Civil Code § 52 in Paragraph
7 C above, only the named individual Plaintiff seeks \$1,000 in minimum statutory
8 damages pursuant to Cal. Civil Code § 54.3 for each and every offense of Civil Code
9 § 54.1;
- 10 F. All named Plaintiffs seek attorneys' fees pursuant to 42 U.S.C. 3613(c)(2), 42
11 U.S.C. § 12205, and Cal. Civil Code §§ 52, 54.3;
- 12 G. Only the named individual Plaintiff seeks treble damages pursuant to Cal.
13 Civil Code §§ 52(a) or 54.3(a);
- 14 H. The named Plaintiffs are seeking perspective injunctive relief to require the
15 Defendants to provide obvious reasonable accommodations, to provide the required
16 auxiliary aids and to modify Defendants' procedures, practices, and policies of the
17 Defendants in the provision of Defendants' rental services. Without perspective
18 relief the Plaintiffs will suffer future harm.
- 19 I. All named Plaintiffs seek a Jury Trial and;
- 20 J. For such other further relief as the court deems proper.

21
22 Respectfully submitted:

23 LIGHTNING LAW, APC

24 Dated: December 21, 2023

25 By: /s/David C. Wakefield
26 DAVID C. WAKEFIELD, ESQ.
27 Attorney for Plaintiffs